

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number		Page 1 Of 37	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number DAAE20-00-R-0193	
6. Solicitation Issue Date							
7. For Solicitation Information Call:		A. Name BOBBIE STEGALL		B. Telephone Number (No Collect Calls) (309) 782-3618		8. Offer Due Date/Local Time 2001JAN26 03:45pm	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630 ADDRESS OFFERS TO: TACOM-RI ACQUISITION CENTER ATTN AMSTA-AC-PC P O BOX 2008 ROCK ISLAND IL 61299-7630 e-mail: STEGALLB@RIA.ARMY.MIL		Code W52H09		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule	
						<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
						13b. Rating DOA5	
						14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. Deliver To SEE SCHEDULE		Code		16. Administered By			
Telephone No.				Code			
17. Contractor/Offeror		Code		Facility		18a. Payment Will Be Made By	
Code						Code	
Telephone No.				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum			
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer							
19. Item No.		20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:		
30a. Signature Of Offeror/Contractor					31a. United States Of America (Signature Of Contracting Officer)		
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)		31c. Date Signed
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted					33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number
32b. Signature Of Authorized Government Representative					32c. Date		35. Amount Verified Correct For
36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final					37. Check Number		
38. S/R Account Number					39. S/R Voucher Number		40. Paid By
41a. I Certify This Account Is Correct And Proper For Payment					42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer					42b. Received At (Location)		
41c. Date					42c. Date Recd (YYMMDD)		42d. Total Containers

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-00-R-0193 MOD/AMD</p>	<p align="right">Page 2 of 37</p>
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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.209-4500	QUALIFIED SUPPLIERS LIST REQUIREMENT	APR/1999
<p>(a) Only manufacturers on the Qualified Suppliers List (QSL) which appear on the TACOM QSL for Plastic Spare Parts for Small Arms QSL-02 are eligible for award. A qualified manufacturer is a concern who has met the requirements for qualification and whose name and business address have been entered on the applicable QSL. QSL status must be in place prior to any award pursuant to this solicitation whether or not the name of the manufacturer is actually included on the QSL. Contractors should contact the office designated below to arrange for qualification. Unless determined to be in the Government's best interest, this acquisition will not be delayed in order to provide an Offeror an opportunity to met the standards specified for qualification.</p> <p>(b) The provisions governing qualification, and the applicable qualification criteria may be viewed electronically at the following web site: http://www.tacom.army.mil/acqcen/qs1/qs1.htm</p> <p>(c) The requirement of this clause for status as a QSL concern at the time of award is in addition to, and does not abrogate, any requirement for an Offeror to provide a Qualified Products List (QPL) item when such a requirement is specified.</p> <p align="center">(End of clause)</p>		

(AS6506)

2 52.215-4503	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	APR/1999
<p>TACOM-RI</p> <p>1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.</p> <p>2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).</p> <p>3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.</p> <p>4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:</p> <p>LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)</p> <p>LS7012, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)</p> <p align="center">(End of clause)</p>		

(AS7004)

3 52.227-4577	NOTICE OF M16 SERIES RIFLE REQUIREMENTS	MAR/1995
<p>TACOM-RI</p> <p>(a) This solicitation and any resulting contract include documents in the Technical Data Package (TDP) which are proprietary. As such, the TDP is subject to the ''Disposition of Drawings and Specifications'' clause contained in Section H of this document.</p> <p>(b) This procurement action is governed by a license agreement between Colt Industries and the United States Government. As such, this solicitation and any resulting contract are subject to the ''M16 License Agreement Requirement'' clause contained in Section H of this document.</p>		

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 3 of 37
Name of Offeror or Contractor:		

(End of clause)

(AS7501)

4	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
	TACOM-RI		

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

5	52.245-4576	NOTICE OF DEMILITARIZATION REQUIREMENT	MAR/1995
	TACOM-RI		

This solicitation and any resulting contract are subject to the "Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)" clause contained in Section H of this document.

(End of clause)

(AS7500)

6	52.246-4506	NOTICE OF HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM	OCT/2000
	TACOM-RI	REQUIREMENT - ALTERNATE II	

(a) Your attention is drawn to Section E clause ES7025 entitled "Higher Level Contract Requirement, TACOM Quality System Requirement - Alternate II." Please note that this clause specifies a minimum quality requirement of compliance with an ISO 9002 system for performance of this contract. This means that although your in-house quality system may be based on international, commercial, or national quality standards, it must comply with the requirements of ISO 9002. Clause ES7025 of this document requires that you, the offeror, represent the level of quality system that you will utilize on the resultant contract.

(b) Certification of compliance for the quality system you identify in clause ES7025 by an independent standards organization or auditor is not required under this contract.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-00-R-0193 MOD/AMD</p>	<p align="right">Page 4 of 37</p>
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Name of Offeror or Contractor:

(End of clause)

(AS7025)

1. This Solicitation DAAE20-00-R-0193 is issued as a Full and Open, and will result in the award of a long-term indefinite quantity type contract with five ordering periods (See FAR 16.504).
- NOTE: ONLY MANUFACTURERS ON THE QUALIFIED SUPPLIERS LIST (QSL) WHICH APPEAR ON THE TACOM QSL FOR PLASTIC SPARE PARTS FOR SMALL ARMS QSL-02 ARE ELIGIBLE FOR AWARD. SEE PAGE 3 OF THE SOLICITATION FOR THE CLAUSE ENTITLED "QUALIFIED SUPPLIERS LIST REQUIREMENT" FOR ADDITIONAL INFORMATION.
2. OFFERORS MUST IDENTIFY THEIR QUALITY SYSTEM IN THE CLAUSE ENTITLED "HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT -- ALTERNATE II, AS SHOWN ON PAGE 16 OF THE SOLICITATION. IF YOU INDICATE A QUALITY SYSTEM OTHER THAN THOSE LISTED, A DESCRIPTION OF YOUR QUALITY SYSTEM MUST BE PROVIDED WITH YOUR PROPOSAL. THIS DESCRIPTION MUST COVER HOW YOUR SYSTEM: (1) ACHIEVES DEFECT PREVENTION, AND (2) PROVIDES PROCESS CONTROL, AND (3) ENSURES ADEQUATE QUALITY CONTROLS THROUGHOUT ALL AREAS OF CONTRACT PERFORMANCE. THIS DESCRIPTION IS NOT INTENDED TO BE EVALUATED, BUT WILL BE USED FOR COMPLIANCE ONLY. IF YOU FAIL TO PROVIDE THIS DESCRIPTION, OR IF YOUR SYSTEM IS ASSESSED AS NOT CAPABLE OF MEETING THE ABOVE DESCRIBED REQUIREMENTS, THE GOVERNMENT MAY DETERMINE YOUR PROPOSAL UNACCEPTABLE.
3. The quantity of 2,622 each Buttstock Assembly and 1,173 each Grip, Grenade Launcher are the guaranteed minimum quantities to be awarded under this solicitation and specifically represents the "minimum quantity", as defined by the referenced FAR and DFARS clauses contained within this solicitation document with in full text or by reference.
4. The minimum and maximum quantity ordering ranges, as shown below and on the Price Evaluation Sheet, Attachment 003, are provided solely for the purpose of establishing reasonable ranges of quantities against which to provide prices, and to establish ordering limitations in the event that orders beyond the instant minimum quantity are executed.
5. The stated minimum ordering range quantities, other than the instant minimum quantities of 2,622 each Buttstock Subassembly and 1,173 each Grip, Grenade Launcher, are not guaranteed buy quantities. An award under this solicitation in no way obligates the Government to order the stated minimums beyond the instant quantity.
6. If additional orders are placed, the stated maximum ordering range quantities are established as specific limitations on the ordering authority of the Government. In no instance will the Government place orders in excess of the total maximum ordering range quantity stated for each ordering period.
7. Evaluation of offers shall be in accordance with the evaluation guidelines in Section M of this solicitation.
8. The proposed unit prices for all quantities and ranges shall be marked in the Price Evaluation Sheet, Attachment 003.
9. Following are the dates of the Ordering Periods (OP) covered by this solicitation:

Ordering Period (OP) 1:	Award date	- 30 September 2001
Ordering Period (OP) 2:	01 October 2001	- 30 September 2002
Ordering Period (OP) 3:	01 October 2002	- 30 September 2003
Ordering Period (OP) 4:	01 October 2003	- 30 September 2004
Ordering Period (OP) 5:	01 October 2004	- 30 September 2005
10. The Government's projected buy quantities, by Ordering Period, as set forth in the table below, represent the best estimate of actual projected requirements, based on a combination of order history, actual orders on hand, and projected demand. These quantities may be impacted by many unforeseen factors including changing technologies and budgetary influences. Therefore, ordering ranges have been established.

CLIN 0001 - Buttstock Subassembly
 NSN: 1005-01-135-4973
 PART NUMBER: 9349119

		ORDER RANGE	
OP	PROJECTED BUY	MINIMUM	MAXIMUM
1	2,622	1,000	20,000 each
2	9,000	1,000	20,000 each
3	10,000	1,000	20,000 each
4	8,000	1,000	20,000 each
5	7,500	1,000	20,000 each

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 5 of 37
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Name of Offeror or Contractor:

CLIN 0002 - Spacer, Stepped
NSN: 5365-01-267-2169
PART NUMBER: 12597640

ORDER RANGE			
OP	PROJECTED BUY	MINIMUM -	MAXIMUM
1	7,500	1,000 -	15,000 each
2	7,500	1,000 -	15,000 each
3	7,500	1,000 -	15,000 each
4	7,500	1,000 -	15,000 each
5	7,500	1,000 -	15,000 each

CLIN 0003 - Grip, Grenade Launcher
NSN: 1010-01-384-3618
PART NUMBER: 12012007

ORDER RANGE			
OP	PROJECTED BUY	MINIMUM -	MAXIMUM
1	1,000	250 -	2,500 each
2	750	250 -	2,500 each
3	900	250 -	2,500 each
4	750	250 -	2,500 each
5	0	250 -	2,500 each

11. All delivery orders will be issued unilaterally by the Government with firm delivery dates. The delivery schedules are as follows. The contractor is authorized to accelerate deliveries prior to the time set forth in delivery orders issued against this contract; however, only if it is at no additional cost to the Government and the Government shall not be obligated to perform any of its obligations at an earlier date than set forth in this contract.

(a) The delivery schedule for the Buttstock Assembly is: 1000 each due 197 days after award of contract and 500 each per month thereafter.

(b) The delivery schedule for the Spacer, Stepped is: 7,500 each due 73 days after award of contract.

(c) The delivery schedule for the Grip, Grenade, Launcher is: 1,170 each due 125 days after award of contract.

12. All delivery orders will be issued utilizing the unit price proposed for the applicable quantity range by ordering period. However, if award of an order in any ordering period is made at a unit price established for a smaller quantity range and cumulative orders for that ordering period exceed that quantity range, a unit price adjustment will be calculated against all previously ordered quantity for that ordering period that have not been accepted by the Government (via DD250), and also applied against remaining ordering period quantities to apply the correct range unit price for the cumulative total quantity for that ordering period.

13. Each delivery order stand on its own except for cumulative pricing.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NSN: 1005-01-135-4973 NOUN: BUTTSTOCK SUBASSEMBLY FSCM: 19200 PART NR: 9349119 SECURITY CLASS: Unclassified <div>PRICES SHALL BE SUBMITTED ON THE PRICE EVALUATION SHEET, ATTACHMENT 003.</div> (End of narrative B001) <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 9349119 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICES UNIT PACK: AY INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FOB POINT: Destination		AY	\$ _____	\$ _____
0002					
	<u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u> NSN: 5365-01-267-2169 NOUN: SPACER, STEPPED FSCM: 19200 PART NR: 12597640 SECURITY CLASS: Unclassified <div>PRICES SHALL BE SUBMITTED ON THE PRICE EVALUATION SHEET, ATTACHMENT 003.</div> (End of narrative B001) <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12597640 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICES UNIT PACK: EA INTERMEDIATE PACK: 001		EA	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 7 of 37
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>NSN: 1010-01-384-3618 NOUN: GRIP, GRENADE LAUNCHER FSCM: 19200 PART NR: 12012007 SECURITY CLASS: Unclassified</p> <p>PRICES SHALL BE SUBMITTED ON THE PRICE EVALUATION SHEET, ATTACHMENT 003.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12012007</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICES UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001</p> <p>FOB POINT: Destination</p>				
0004	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DD FORM 1423</u></p> <p>NOUN: DATA ITEM SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p>	1	LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>				

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

APPLIES TO ITEMS 0001, BUTTSTOCK SUBASSEMBLY AND ITEM 0002, SPACER, STEPPED ONLY.

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

Drawings and Specifications in accordance with enclosed Technical Data Package Listings (CD ROM) provided as Attachment 001 to this solicitation.

The Government End Item Technical Data Package (Attachment 002) will be used to buy the items required by this solicitation. For this reason, we are providing the technical data package listings for the items required to be produced under this solicitation.

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

DOCUMENT	DELETE	REPLACED WITH
-----	-----	-----
8448522	8448524	12576280
8448673	MIL-H-6088	SAE AMS H 6088
12598101	MIL-L-40000	MIL-L-46000
8448510	MIL-S-13165	SAE AMS S 13165
8448512	MIL-S-13165	SAE AMS S 13165
8448502	MIL-S-5000	AMS 6415 OR AMS 6484
12012059	MIL-S-5000	AMS 6415 OR AMS 6484
12598617	MIL-S-5000	AMS 6415 OR AMS 6484
8448532	MIL-S-7720	SAE AMS S 7720
8448616	QQ-A-225	ASTM B211
	QQ-A-200	ASTM B221 OR B308
8448620	QQ-A-225	ASTM B211
	QQ-A-200	ASTM B211 OR B308
9349066	QQ-A-225	ASTM B211
9349067	QQ-A-225	ASTM B211
9349077	QQ-A-225	ASTM B211
9390024	QQ-A-225	ASTM B211
12597640	QQ-A-225	ASTM B211
12951018	QQ-A-225	ASTM B211
12951019	QQ-A-225	ASTM B211
QAP8448522	8448665	MS16626-3137
QAP8448523	QAP12576180	QAP12576280
QAP8436760	FED-STD-151	NO REPLACEMENT
8448673	MIL-H-6088	SAE-AMS-H-6088
QAP8448580	MIL-STD-1189	NO REPLACEMENT
QAP9349102	MIL-STD-1189	NO REPLACEMENT
QAP12012003	MIL-STD-1189	NO REPLACEMENT
QAP8448670	MIL-H-6088	NO REPLACEMENT
MIL-C-71186	MIL-P-116	NO REPLACEMENT
	MIL-A-70625	NO REPLACEMENT
	MIL-STD-45662	NO REPLACEMENT
MIL-R-63997	MIL-I-45208	NO REPLACEMENT
	MIL-P-116	NO REPLACEMENT
	MIL-Q-9858	NO REPLACEMENT
	MIL-STD-45662	NO REPLACEMENT
MIL-C-70599	MIL-I-45208	NO REPLACEMENT
	MIL-P-116	NO REPLACEMENT
	MIL-Q-9858	NO REPLACEMENT
	MIL-A-70625	NO REPLACEMENT
	MIL-STD-45662	NO REPLACEMENT
8443915	MIL-STD-120	NO REPLACEMENT
8443949	MIL-STD-120	NO REPLACEMENT

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 10 of 37
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Name of Offeror or Contractor:

MIL-R-71135	MIL-P-116	NO REPLACEMENT
	MIL-STD-45662	NO REPLACEMENT
8448511	QQ-P-35	ASTM-A967
8448538	QQ-P-35	ASTM-A967
8448574	QQ-P-35	ASTM-A967
8448583	QQ-P-35	ASTM-A967
8448586	QQ-P-35	ASTM-A967
8448589	QQ-P-35	ASTM-A967
8448590	QQ-P-35	ASTM-A967
8448593	QQ-P-35	ASTM-A967
8448594	QQ-P-35	ASTM-A967
8448597	QQ-P-35	ASTM-A967
8448598	QQ-P-35	ASTM-A967
8448611	QQ-P-35	ASTM-A967
8448614	QQ-P-35	ASTM-A967
8448629	QQ-P-35	ASTM-A967
8448633	QQ-P-35	ASTM-A967
8448637	QQ-P-35	ASTM-A967
8448659	QQ-P-35	ASTM-A967
8448671	QQ-P-35	ASTM-A967
8448787	QQ-P-35	ASTM-A967
9349109	QQ-P-35	ASTM-A967
9349116	QQ-P-35	ASTM-A967
9390022	QQ-P-35	ASTM-A967
9390027	QQ-P-35	ASTM-A967
12006359	TT-V-121	A-A-1800
12972654	CAGE CODE 94499	CAGE CODE 71984
	DOW CORNING CORP	DOW CORNING CORP
	50 COMMERCE DR.	2200 W. SALZBURG ROAD
	TRUMBULL,CT 06611	AUBURN, MI 48611
	MOLYKOTE G-n	MOLYKOTE G-n METAL ASSY PASTE

DELETE QAP'S 8436764 AND 8448538 WITHOUT REPLACEMENT.

DELETE PL12006359 FROM THE TDP.

QAP8448593 - ON PAGE 3, PART IV, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO "DWG 8448593, NOTE 4".

QAP8448611 - ON PAGE 2, PART III, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO DWG 8448611".

QAP9349116 - ON PAGE 3, PART IV, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO DWG "9349116, NOTE 14".

REPLACE "STM-1...." IN PART X OF QAP8448580, "STM-1...." IN PART X OF QAP9349102, AND "5.2...." IN PART X OF QAP12012003 WITH THE FOLLOWING: "BAR CODE READABILITY. A READABILITY TEST SHALL BE PERFORMED ON THE BAR CODES ON A SAMPLE OF LOWER RECEIVERS RANDOMLY SELECTED FROM EACH LOT. SAMPLING SHALL BE IN ACCORDANCE WITH MIL-STD-1916 VERIFICATION LEVEL III.A SUCCESSFUL SCAN IS ACHIEVED WHEN A BAR CODE IS READ WITH THREE OR FEWER ATTEMPTS USING A GOVERNMENT APPROVED WAND TYPE SCANNER IN BOTH THE VISIBLE LIGHT SPECTRUM (633 nm) AND THE NEAR-INFRARED SPECTRUM (800 nm). THESE REQUIREMENTS APPLY WHEN THE SCANNERS ARE BEING USED IN ACCORDANCE WITH CORRECT OPERATING PROCEDURES AS SPECIFIED BY THE SCANNER MANUFACTURER. A MINIMUM OF 97 PERCENT OF THE BAR CODES SHALL BE SUCCESSFULLY READ WITHIN THE ABOVE PARAMETERS."

The following Government Acceptance Inspection Equipment (AIE) design drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

- o All AIE designs specified for critical Characteristics/Defects

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 11 of 37
	PIIN/SIIN DAAE20-00-R-0193MOD/AMD	
Name of Offeror or Contractor:		

o Other -Lists by citing individual drawing numbers or equipment list(s).

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the technical data package are no longer being maintained by the Government, may not reflect the latest component configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is responsible for the design and submission to the Government for review of all other AIE in accordance with Clause specified elsewhere in Section E of this contract.

In all QAPs (Quality Assurance Provisions):

Delete MIL-STD-105 and associated AQLs
and replace with MIL-STD-1916, Verification Level III for major characteristics and Verification Level II for Minor characteristics

ADD: ECP G6Q2012, SHEETS 6 THRU 22 (INCLUDES QAP12977382)

APPLIES TO ITEM 0003, GRIP, GRENADE LAUNCHER ONLY.

DOCUMENT	DELETE	REPLACE WITH
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12011988	B.F.GOODRICH CO	SIA ADHESIVE INC.-P/N OKAY
8448359	REPUBLIC FASTENER MFG CORP.	
12002970	MIL-S-5000	AMS 6484
12598617	"	"
12598618	"	"
8448302	"	"
8448303	"	"
8448312	"	"
8448324	"	"
8448332	"	"
8448340	"	"
8448342	"	"
8448348	"	"
8448373	"	"
8448774	"	"
8448341	"	"
12011998	MIL-S-18729	AMS 6350 OR AMS 6345
12957127	"	"
12987978	"	"
8448322	"	"
12012006	QQ-A-225/9	ASTM B211
	QQ-A-200/11	ASTM B221 OR B308
8448338	QQ-A-200/11	ASTM B221 OR B308
12982965	MIL-L-19538	MIL-L-81352
12598113	QQ-A-225/9	ASTM B211
8448313	QQ-A-225/6	ASTM B211
12982965	12977325	12597125

GFM/GFE: DRAWING NO.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-R-0193 MOD/AMD</p>	<p style="text-align: center;">Page 12 of 37</p>
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Name of Offeror or Contractor:

PACKAGING AND MARKING

	Regulatory Cite	Title	Date
1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
 Level of Packing: COMMERCIAL
 Quantity Per Unit Package: ONE EACH
 Quantity of Unit Packages Per Intermediate Container: See paragraph (3) below.

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 13 of 37
	PIIN/SIIN DAAE20-00-R-0193	MOD/AMD	

Name of Offeror or Contractor:

marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: None

(End of clause)

(DS6413)

Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
2	52.246-4025 TACOM-RI	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - ALTERNATE II	OCT/2000

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control providing adequate quality controls throughout all areas of contract performance. Your quality system shall, at a minimum, comply with the requirements of an ISO 9002 system.

(b) Your quality system may be based on (1) international quality standards such as ISO 9002, or (2) commercial, or (3) national quality standards. NOTE: Systems such as ISO 9003 are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ☐ ISO 9001
- ☐ ISO 9002
- ☐ QS 9000
- ☐ ANSI/ASQ 9001
- ☐ ANSI/ASQ 9002

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7025)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 15 of 37
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Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	JAN/1991
2	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
3	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
 - (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
 - (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.
- (End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 16 of 37
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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000
(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.			
(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are stegallb@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-3813, ATTN: AMSTA-LC-CSC-C/Bobbie Stegall, and (309) 782-1338 (ATTN: Nancy Fraser).			
(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:			
(1) The FMS/MAP copies may be submitted to:			
N/A			
(End of Clause)			

(HS6510)

2	52.227-4575 TACOM-RI	DISPOSITION OF DRAWINGS AND SPECIFICATIONS	MAR/1995
(a) There are documents included in the Technical Data Package which have been marked with the following Legend:			
'This entire document and all information thereon is proprietary to Colt's Inc. and shall not be reproduced, duplicated or copied in whole or in part, disclosed or made available to any other person, firm or corporation or otherwise used except to the extent necessary for and then only in connection with the preparation and/or submission of bids or proposals related to a procurement being affected by the United States Government or in connection with the manufacture in the United States either by the United States Government or under a contract with the United States Government. This document will be disposed of in accordance with instructions issued by the responsible Contracting Officer upon completion of the purpose for which it was issued.'			
(b) It is required that the Contractor must maintain the legend intact and will be required to certify to the use made and disposition of the documents. If distribution of these documents is made by the Contractor, the same requirements are imposed with respect to the legend, the use, and disposition of these documents.			
(c) Upon completion of the purposes for which these documents have been issued, the contractor is required to destroy or have destroyed all documents bearing the above legend, including all reproductions, duplications or copies thereof as may have been further distributed by the Contractor. Immediately after destruction thereof, a Certificate of Destruction will be furnished to the Contracting Officer, which will include identification of the documents and quantity thereof, as well as the date of destruction.			
(d) The Contractor's attention is specifically directed to the fact that, under this Contract, any technical data which is restricted as to use by a legend such as that set forth in paragraph 1 above shall not be furnished to others in connection with manufacture or procurement activities unless it is clearly and indelibly marked to restrict its use and/or reproduction and shall include the legend specified in paragraph 1 above.			
(e) Destruction of this technical data shall be accomplished by burning, shredding or pulping.			
(f) A certificate of destruction must be forwarded to:			

Tank Automotive and Armament Command
ATTN: AMSTA-LC-CSC

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 17 of 37
---------------------------	--	----------------------

Name of Offeror or Contractor:

Rock Island, IL 61299-7630

(End of clause)

(HS7501)

3	52.227-4576	M16 LICENSE AGREEMENT REQUIREMENT	MAR/1995
	TACOM-RI		

A license agreement between Colt Industries and the United States Government requires the items procured under this contract to be manufactured exclusively in the United States Territory. The United States Territory is defined as the fifty states, District of Columbia, and the territories, island possessions and protectorates of the United States of America. An offeror under this solicitation, by submitting a bid/proposal, certifies that if awarded a contract, all items being procured will be manufactured exclusively within the United States Territory and agrees that any failure to have the items so manufactured will be a material breach of the contract.

(End of contract)

(HS7502)

4	52.245-4575	DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES	FEB/1995
	TACOM-RI	(CATEGORY I - MUNITIONS LIST ITEMS)	

(a) Definitions. (i) 'Excess property,' means property of the type covered by this contract for which the Contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.

(ii) 'Significant Military Equipment (SME),' means those articles for which special controls are warranted because of their capacity for military utility or capability.

(iii) 'Munitions List Items (MLI),' means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.

(b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

(c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

I, _____ (name and title of Contractor's employee) am the officer or employee of _____ (name of company) responsible for assuring demilitarization requirements have been accomplished. I certify that ** (IDENTIFY ITEMS AND QUANTITIES) ** were demilitarized in accordance with instructions provided in contract _____ (contract number).

(end of certificate)

(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-R-0193 MOD/AMD</p>	<p style="text-align: center;">Page 18 of 37</p>
--	--	---

Name of Offeror or Contractor:

of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

(1) The following items are considered to be SME and require total destruction worldwide:

- (i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;
- (ii) Shotguns and all components and parts;
- (iii) Shoulder fired grenade launchers and all components and parts;
- (iv) Man portable rocket launchers and all components and parts;
- (v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;
- (vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;
- (vii) Rifle grenade launchers and all components and parts;
- (viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)
- (ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;
- (x) Technical data related to the manufacture or production of any defense article enumerated above.

(2) The following items are considered to be SME accessories and require key point demilitarization worldwide:

- (i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.

(3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:

- (i) Silencers, suppressors and mufflers (total destruction).
- (ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.

(4) The following items are considered to be MLI and to not require demilitarization:

- (i) Clips for the M1 Rifle.
- (ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.

(e) Method and degree of demilitarizations.

(1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-00-R-0193 MOD/AMD</p>	<p align="right">Page 19 of 37</p>
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Name of Offeror or Contractor:

utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.

(2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.

(3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.

(6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.

(7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.

(f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled 'Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.

(g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.

(h) The Contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor/subcontractor other than as scrap.

(i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.

(k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(End of clause)

(HS7500)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 20 of 37
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Name of Offeror or Contractor:

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
2	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	AUG/2000
(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:			
(1) 52.222-3, Convict Labor (E.O. 11755); and			
(2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).			
(3) 52.233-3, Protest after Award (31 U.S.C. 3553).			
(b) The Contractor shall comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:			
____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).			
____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).			
____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).			
____(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).			
____ (ii.) Alternate I to 52.219-5.			
____ (iii.) Alternate II to 52.219-5.			
<u> X </u> (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));			
____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));			
<u> X </u> (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).			
____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).			
____ (ii) Alternate I of 52.219-23			
____ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).			
____(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).			
<u> X </u> (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).			
<u> X </u> (12) 52.222-26, Equal Opportunity (E.O. 11246).			
<u> X </u> (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).			
<u> X </u> (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).			
<u> X </u> (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).			
____(16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).			
____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C).			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 21 of 37
Name of Offeror or Contractor:		

____ (17) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

____ (18)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

____ (ii) Alternate I of 52.225-3.

____ (iii) Alternate II of 52.225-3.

____ (19) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

____ (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

____ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

 X (23) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

____ (24) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

____ (25) 52.232-36, Payment by Third Party (31 U.S.C.3332).

____ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

 X (27)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

____ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-R-0193 MOD/AMD</p>	<p style="text-align: center;">Page 22 of 37</p>
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Name of Offeror or Contractor:

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6260)

3 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from THE DATE OF AWARD THROUGH 30 SEPTEMBER 2005 (ORDERING PERIODS 01 THROUGH 05).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

4 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than THE MINIMUM QUANTITY LISTED ON THE PRICING SHEET, ATTACHMENT 003, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of SEE PRICING SHEET, ATTACHMENT 003;

(2) Any order for a combination of items in excess of SEE PRICING SHEET, ATTACHMENT 003; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 23 of 37
Name of Offeror or Contractor:		

(End of Clause)

(IF6029)

5 52.216-21 REQUIREMENTS OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 SEPTEMBER 2005.

(End of clause)

(IF6031)

6 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 SEPTEMBER 2005.

(End of clause)

(IF6036)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 24 of 37
Name of Offeror or Contractor:		

7 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR DEC/2000
 DFARS EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
 ITEMS

(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

_____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

_____ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

_____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

 X 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

_____ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

_____ 252.225-7012 Preference for Certain Domestic Commodities.

_____ 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

_____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

_____ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

_____ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

_____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program
 (_____ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

_____ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)

_____ 252.247-7023 Transportation of Supplies by Sea (_____ Alternate I)
 (_____ Alternate II)(10 U.S.C. 2631).

 X 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).
 252.247-7023, Transportation of Supplies by Sea (10 U.S.C.2631).
 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 25 of 37
	PIIN/SIIN DAAE20-00-R-0193	MOD/AMD	

Name of Offeror or Contractor:

8	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I	OCT/1995
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(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100.000.

End of Clause

(IF7209)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 26 of 37
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Name of Offeror or Contractor:

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423		002	
Attachment 001	TECHNICAL DATA PACKAGE LISTINGS (CD ROM)		001	
Attachment 002	M16/M4 END ITEM TECHNICAL DATA PACKAGE (CD ROM)		001	
Attachment 003	PRICE EVALUATION SHEET		001	
Attachment 004	NON-DISCLOSURE AGREEMENT		004	
Attachment 005	DOCUMENT SUMMARY LIST		002	
Attachment 006	LIST OF ADDRESSES		001	
Attachment 007	M203 END ITEM TECHNICAL DATA PACKAGE (CD ROM)		001	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	Title	Date	Number of Pages
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

	Regulatory Cite	Title	Date
1	52.2100-4500	ATTACHMENT-DEMILITARIZATION BY MELTING/DEMILITARIZATION OF SURPLUS SMALL ARMS WEAPONS AND PARTS	JAN/1994

Demilitarization by Melting.

Where the contractor does not have facilities to accomplish demilitarization by melting, such demilitarization will be performed by Rock Island Arsenal (RIA). All cleaning, packaging, packing, crating and transportation costs will be borne by the contractor. Correspondence requesting complete instructions for shipping Small Arms Weapons and Small Arms Parts (residue) for melting, should be addressed to:

Commander, Rock Island Arsenal
Directorate of Logistics
ATTN: SMCRI-DLD-T (W52R1Q)
Rock Island, IL 61299-5000

Baseline Instruction for Generating Services:

(a) Only small arms up to and including .50 Caliber, and small arms parts (residue) for which demilitarization by melting is prescribed, will be shipped to RIA for melting.

(b) Items containing magnesium will not be shipped to RIA, but will be demilitarized locally.

(c) Completely degrease and clean small arms weapons, and small arms parts (residue), prior to packaging for shipment to RIA.

(d) Melting, and any additional accumulated costs, will be paid by the generating services, not RIA or TACOM-RI.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-R-0193 MOD/AMD</p>	<p style="text-align: center;">Page 27 of 37</p>
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Name of Offeror or Contractor:

(e) A complete computerized serial number (SN) transaction list, by weapons' receiver SN, will be sent to SMCRI-DLD-T prior to shipment of materiel to RIA, for comparison with Department of Defense, Small Arms Serialization Program (DoDSASP) records.

(f) Shipments must be received at RIA within 90 days of the generating activities receipt of the ''shipment clearance'', from SMCRI-DLD-T, RIA.

Holding (Disposal) Activities.

(a) The Defense Reutilization & Marketing Office (DRMO), in the holding activity, is responsible for assuring that items for which demilitarization by melting is not prescribed, are not shipped to RIA for melting. Items for which demilitarization by melting is not prescribed, such as ammunition links, will be disposed of locally.

(b) All nonmetallic parts and nonferrous accessories (slings, oilers, cleaning rods, cleaning brushes, cleaning thongs, holster thongs, holsters, scabbards, carrying cases and bags, wooden and plastic stocks, hand guards, and other extraneous items to include all levels of packaging) WILL BE REMOVED from the material to be demilitarized before shipment, and will be disposed of locally. Where circumstances indicate unwarranted cost to the Government in unpacking, stripping and reporting previously packaged weapons or parts, deviation from this requirement may be requested from Commander, RIA, Directorate of Logistics, SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.

(c) All shipments to RIA will be packed in sealed numbered containers not to exceed 2,000 pounds per container. CONEX containers are the preferred means of shipping sensitive weapons for demilitarization. Where CONEX containers are used, the 2,000 pound weight limitation does not apply; however, items should not be placed in CONEX containers without being packed in individual containers. Containers will be reinforced and banded sufficiently to withstand shipment without breaking. When shipped by rail, containers will be blocked to prevent shifting, and the boxcars will be sealed.

(d) Items described in subparagraph (g) below, must be accounted for, identified, and will be placed in containers separate from miscellaneous components and parts. Other miscellaneous components and parts will be shipped to RIA in separate containers, and identified to SMCRI-DLD-T, RIA, as miscellaneous weapons parts, by weight and inventory value.

(e) Prior to shipment, authority to ship will be obtained from Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.

(f) Shipping documents will specify number of containers and total weight of material, not otherwise identifiable by name (NOIBN), and will be signed by the shipper. Original and two copies of the shipping documents will be forwarded to Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000, with the shipment.

(g) In those cases where complete weapons, weapons stripped of nonmetallic parts, silencers, suppressors, mufflers, receivers (or assemblies including receivers), bayonets, trench knives and switchblades, etc., are included in the shipment, RIA, or other consignees', will be advised in advance by teletype, electronic mail (or most expeditious means) to reach the consignee in advance of the shipment, specifying shipping document number; identification number of each container; type of weapons, exact quantity; and acquisition cost (inventory value) of each type of weapon in the container. Telephone may be used in an emergency, provided confirmation is made promptly by teletype, electronic mail, or letter.

(h) The item count of weapons shipped must agree with count furnished in the advance notice. Weapons will not be withdrawn from the shipment after RIA, or other consignee, is advised of shipment, without notifying the consignee of the change.

(i) Bill of Lading will reflect:

1. Rail Shipments. Description will be shown as scrap, iron or steel, NOIBN, not copper clad, having value for resmelting purposes only. Rail classification (UFC #9) Item Number 54820.
2. Truck Shipment. Description will be shown as scrap, iron, or steel, NOIBN, not copper clad, having value for resmelting purposes only. Motor classification (NMFCA10) Item Number 106610.

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 28 of 37
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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS - ALTERNATE I, II, & III	JAN/2001

(a) Definitions. As used in this provision:

"Emerging Small Business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS designated.

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S. C. 101(2), with a disability that is service-connected, as defined in 38 U.S. C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans _as defined at 38 U.S.C. 101(2) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of it's stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 u.s.c. 7701).(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 29 of 37
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Name of Offeror or Contractor:

effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 Offeror is an agency or instrumentality of a foreign government;
 Offeror is an agency or instrumentality of the Federal Government;

(4) Type of Organization.

- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(5) Common Parent.

Offeror is not owned or controlled by a common parent.
 Name and TIN of common parent:

Name

TIN

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents, for general statistical purposes, that it
 is,
 is not
 a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represented as part of its offer that it
 is,
 is not
 a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it
 is,
 is not
 a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents, for general statistical purposes, that it
 is
 is not
 a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it
 is
 is not
 a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it

Name of Offeror or Contractor:

☐ is
☐ is not
a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it

☐ is
☐ is not
an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clauses at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.).

(i) General. The offeror represents that either -

(A) ☐ It ☐ is ☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) ☐ It ☐ has ☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that compiles with the requirements in 13 CFR 124.1002(f) and that the representation in paragraphs (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE20-00-R-0193 MOD/AMD</p>	<p align="center">Page 31 of 37</p>
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Name of Offeror or Contractor:

_____.]

(iii) Address. The offeror represents that its address

_____is

_____is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

_____Black American

_____Hispanic American

_____Native American (American Indians, Eskimos, Aleuts, or native Hawaiians).

_____Asian-Pacific American _persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia)Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic or Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, hong kong, Fiji, Tonga, Kirbati, Tuvalu, or Nauru).

_____Subcontinent Asian (Asian-Indian) American)persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____Individual/concern, other than one of the preceding.

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that -

(i) it

_____is

_____is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it

_____is

_____is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous Contracts and Compliance. The offeror represents that-

(i) It

has,

has not,

participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 114; and

(ii) It

Name of Offeror or Contractor:

has,
has not,
filed all required compliance reports.

(2) Affirmative Action Compliance. The Offeror represents that-

(i) It
has developed and has on file,
has not developed and does not have on file,
at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It
has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Balance of Payments Program - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program - Supplies" and that the offeror has consider components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No. _____
Country of Origin _____
(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy american Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3 , Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program, is included in this solicitation.)

(i) The offer certifies that each end product, except those listed in paragraph (G)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitations entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-R-0193 MOD/AMD</p>	<p style="text-align: center;">Page 33 of 37</p>
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Name of Offeror or Contractor:

Line Item No.: _____
Country of Origin: _____
(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian End Products

Line Item No.: _____
(List as necessary)

(3) Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) of paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that -

(1) The offeror and/or any of its principals

_____ are,
_____ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 34 of 37
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Name of Offeror or Contractor:

(2)_____ Have,
 _____ Have not,
 within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3)_____ Are,
 _____ are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1),(2), and (3) of this paragraph (h),
 _____has
 _____has not

within the past three years,relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer.

(End of provision)

(KF7063)

2 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS NOV/1995
 DFARS

(a) Definitions. As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App.Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App, Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 35 of 37
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Name of Offeror or Contractor:

_____ (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term ''supplies'' is defined in the Transportation of Supplies by Sea clause of this solicitation.

_____ (2) Representation. The offeror represents that it-

_____ Does anticipate that supplies will be transported by sea ion the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract of subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7002)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 36 of 37
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Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	OCT/2000
2	52.215-4510 TACOM-RI	ELECTRONIC BIDS/OFFERS	AUG/1999
<p>1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.</p>			
<p>2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:</p>			
<p>http://aaisbids.ria.army.mil and click on the icon for additional information.</p>			
<p>3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:</p>			
<p>"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE. <http://aais.ria.army.mil/aais/Padds_web/index.html>."</p>			
<p>If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.</p>			

(End of Provision)

(LS7011)

3	52.215-4511 TACOM-RI	ELECTRONIC AWARD NOTICE	APR/1999
<p>a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.</p>			
<p>b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.</p>			
<p>c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.</p>			

Vendor's Electronic Mail Address:

(End of provision)

(LS7012)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-00-R-0193 MOD/AMD	Page 37 of 37
Name of Offeror or Contractor:		

EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995

SECTION M - EVALUATION CRITERIA

EVALUATION CRITERIA

- (a) The Government will award a contract or contracts (if multiple awards are made) resulting from this solicitation to the responsible offeror(s) whose proposal/offer is the lowest evaluated responsive proposal/offer, price and other price related factors considered. By multiple awards, we mean that the Government may chose not to award all three line items to one offeror. The evaluation shall be based on price alone.
- (b) Any proposal/offer, which is unrealistically high or low in price, will be deemed indicative of a failure to comprehend the Government's requirements and may be rejected. Unreasonableness of price includes not only the total price of the proposal/offer, but the prices for individual line items as well. Any proposal/offer may be rejected if the prices for any line items are materially unbalanced.
- (c) The Government will evaluate proposals/offers based on prices proposed for the items listed on the Price Evaluation Sheets (Attachment 002) for all ordering periods and any other price related factors required by the solicitation. The evaluated CLIN price is the sum of the evaluated prices for all ordering periods. Each CLIN will be evaluated separately. For each ordering period, proposed unit prices for each range will be multiplied by the assigned weight then added to obtain a weighted unit price. The assigned weight represents the estimated likelihood that an order will be made within that range for each given ordering period. For purposes of evaluating each CLIN, the evaluated price for each CLIN will be calculated by multiplying the weighted unit price by the estimated most likely quantity for each ordering period. The total evaluated CLIN price is the sum of the evaluated prices for all ordering periods.
- (d) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so. This means that there may be three awards. Offerors should be aware that the government is not obligated to award any additional requirements other than the initial minimum guaranteed quantity specified on any line item. Each line item stands alone and will be awarded to the offeror submitting the lowest evaluated price.
- (e) In order to be eligible for an award, the offeror must have signed and agreed to comply with the terms contained in the nondisclosure agreement.
- (f) A written notice of award or acceptance of a proposal/offer, mailed or otherwise furnished to the successful offeror(s) within the time for acceptance specified in the proposal/offer, shall result in a binding contract without further action by either party. Before the proposal's/offer's specified expiration time, the Government may accept a proposal/offer (or part of a proposal/offer), unless a written notice of withdrawal is received before award.

*** END OF NARRATIVE M 001 ***